

## Electronically Recorded

Official Public Records

Tarrant County Texas Fair Title Company

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GE# \$35.00

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*Mary Louise Garcia*

Mary Louise Garcia

Submitter: ACS

**AMENDMENT TO OIL AND GAS LEASE**

This Amendment to Oil and Gas Lease ("Amendment") is executed by James L. Rutherford and Ruth Z. Walker, d/b/a Rutherford Property Company (collectively, "Lessor"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee"), as successor to Four Sevens Oil Co., Ltd., a Texas limited liability company ("Four Sevens"), to be effective as of January 3, 2011 (the "Amendment Date").

WHEREAS, Lessor and Four Sevens previously executed that certain Oil and Gas Lease dated January 3, 2006 (as modified by any previous amendments, if any, the "Lease") a memorandum of which is recorded as Instrument No. D206017669 in the Real Property Records of Tarrant County, Texas, covering an approximately 14.4 acre tract of real property located in Tarrant County, Texas, as more particularly described in the Lease (the "Leased Premises");

WHEREAS, Four Sevens has assigned to Lessee all of Four Sevens' right, title and interest as lessee in and to the Lease;

WHEREAS, a Notice of Lease Extension affecting the Lease was also recorded as Instrument No. D209032401 in the Real Property Records of Tarrant County, Texas;

WHEREAS, as of even date herewith, Lessor has conveyed to Chesapeake Land Development Company, L.L.C., an affiliate of Lessee, that certain portion of the surface of the Leased Premises more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Surface Tract");

WHEREAS, Lessor and Lessee have agreed to amend the Lease as provided in this Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. Lessor hereby represents and warrants to Lessee that Lessor is currently the sole owner and holder of the interest of lessor under the Lease, and that Lessor has not previously assigned or conveyed such interest in any manner.

2. The primary term of the Lease is hereby extended for an eighteen (18) month period from the Amendment Date, and the primary term of the lease will now expire on July 3, 2012, unless the Lease is thereafter maintained by operations, production or otherwise as provided in the Lease.

3. Notwithstanding anything to the contrary, the Lease is hereby amended to provide that there are no restrictions affecting the use of the surface of the Surface Tract in any way. Without limiting the generality of the foregoing, the following Sections of the Lease are hereby deleted and shall not encumber, restrict or affect the Surface Tract in any way: the last two sentences of Section 7, all of Section 8, and all of Section 15.

4. The Lease is hereby amended by deleting Section 17 of the Lease in its entirety. Lessor and Lessee agree that no overriding royalty payments and no damages or other consideration for use of the Surface Tract shall be owed to Lessor pursuant to the Lease. To the extent that any overriding royalty interest has previously been assigned to Lessor (either actually or impliedly) by Lessee or Lessee's predecessors in interest, Lessor hereby assigns such overriding royalty interest back to Lessee.

5. This Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

6. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Lessor also hereby leases, grants, demises and lets the interest of Lessor in all land covered by the Lease unto Lessee in accordance with all of the terms of the Lease, as modified previously and by this Amendment. Lessor acknowledges and approves of the assignment of the Lease to Lessee.

7. All capitalized terms used in this Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

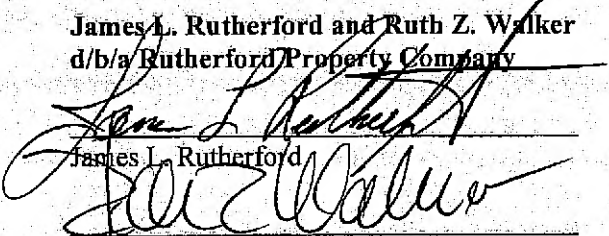
8. Lessor and/or Lessee may record a copy of this Amendment in the real property records of Tarrant County, Texas.


[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to be effective as of the Amendment Date.

Lessor:

James L. Rutherford and Ruth Z. Walker  
d/b/a Rutherford Property Company

  
James L. Rutherford

  
Ruth Z. Walker

STATE OF TEXAS

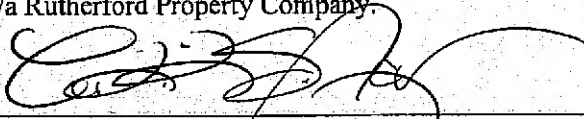
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COUNTY OF Tarrant

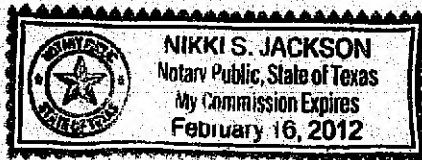
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This instrument was acknowledged before me on the 21<sup>st</sup> day of January, 2011, by James L. Rutherford and Ruth Z. Walker, d/b/a Rutherford Property Company.

  
Notary Public in and for the State of Texas

[SEAL]



**Lessee:**

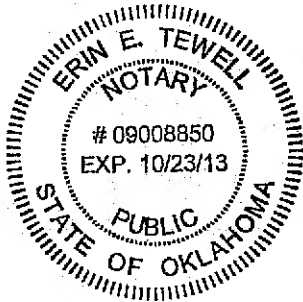
**Chesapeake Exploration, L.L.C.,**  
an Oklahoma limited liability company

By: [Signature]  
Henry J. Hood, Senior Vice President  
Land & Legal and General Counsel [Signature]

STATE OF Oklahoma  
COUNTY OF Oklahoma

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This instrument was acknowledged before me on this 20<sup>th</sup> day of January \_\_, 2011, by Henry J. Hood, as Senior Vice President – Land & Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.



[Signature]  
Notary Public, State of Oklahoma  
Printed Name: Erin E. Tewell  
My commission expires: 10/23/2013

**EXHIBIT "A" TO AMENDMENT TO OIL AND GAS LEASE****DESCRIPTION OF THE SURFACE TRACT**

BEING a 4.449 acre tract of land situated in the W. N. Ray Survey, Abstract Number 1353, located in the City of Fort Worth, Tarrant County, Texas, being a part of Lot 2, Block 4, Woodhaven East Addition, an addition to the City of Fort Worth as recorded in Volume 388-190, Page 16 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), same being a part of the tract of land described in Special Warranty Deed to James L. Rutherford and Ruth Z. Walker, d/b/a/ Rutherford Property Company, recorded in Document Number D205375566 of the Deed Records of Tarrant County, Texas (D.R.T.C.T.), said 4.449 acre tract being more particularly described as follows:

Beginning at a 5/8 inch found iron rod with yellow cap for the southeast corner of said Lot 2, said corner being at the intersection of the westerly right-of-way line of East Loop 820 (a variable width right-of-way recorded in Volume 7284, Page 536, Volume 3445, Page 613, and Volume 3558, Page 263 D.R.T.C.T.) and the northerly right-of-way line of Boca Raton Boulevard (64 foot wide right-of-way recorded in Volume 388-175, Page 59 P.R.T.C.T.);

THENCE South 89 degrees 23 minutes 33 seconds West, departing said westerly right-of-way line and along the common line between the south line of said Lot 2 and said northerly right-of-way line, a distance of 387.07 feet to a 5/8 inch found iron rod for the point of curvature of a circular curve to the left, having a radius of 1,573.84 feet and whose chord bears South 86 degrees 19 minutes 21 seconds West, a distance of 168.59 feet;

THENCE Southwesterly, continuing along said common line and along said circular curve to the left, through a central angle of 06 degrees 08 minutes 26 seconds and an arc distance of 168.67 feet to a point for the southwest corner of said Lot 2 and the southeast corner of Lot 1-R, Block 4, Woodhaven East Addition, an addition to the City of Fort Worth as recorded in Volume 388-178, Page 79 of the Plat Records of Tarrant County, Texas (P.R.T.C.T.), said point being South 30 degrees 20 minutes 07 seconds West, a distance of 0.33 feet from a 1/2 inch found iron rod;

THENCE North 00 degrees 36 minutes 26 seconds West, departing said northerly right-of-way line and along a common line between the westerly line of said Lot 2 and the easterly line of said Lot 1-R, a distance of 207.34 feet to a 1/2 inch found iron rod with yellow cap stamped "DCNA" for the southern most southwesterly corner of a tract of land described in a deed to Loop 820 Storage, LLC recorded in instrument number D206326167 of the Real Property Records of Tarrant County, Texas (R.P.R.T.C.T.);

THENCE North 89 degrees 23 minutes 32 seconds East, departing said common line and along the southern most southerly line of said Loop 820 Storage tract, a distance of 276.14 feet to a point for the southern most southeasterly corner of said Loop 820 Storage tract,

said corner being North 11 degrees 57 minutes 11 seconds West, a distance of 0.37 feet from a 1/2 inch found iron rod with yellow cap stamped "DCNA";

THENCE North 00 degrees 05 minutes 21 seconds West, along an easterly line of said Loop 820 Storage tract, a distance of 239.99 feet to a 5/8 inch set iron rod with a yellow plastic cap stamped "DUNAWAY ASSOC. LP" for an interior corner of said Loop 820 Storage tract;

THENCE North 89 degrees 23 minutes 32 seconds East, along a southerly line of said Loop 820 Storage tract, a distance of 331.72 feet to the eastern most southeasterly corner of said Loop 820 Storage tract, said corner being on the common line between said westerly right-of-way line of East Loop 820 and the easterly line of said Lot 2, said point being North 00 degrees 05 minutes 27 seconds West, a distance of 0.32 feet from a 1/2 inch found iron rod with yellow cap;

THENCE South 00 degrees 05 minutes 27 seconds East, along said common line, a distance of 173.90 feet to a TXDOT Monument found;

THENCE South 10 degrees 44 minutes 13 seconds West, continuing along said common line, a distance of 269.67 feet to the POINT OF BEGINNING and containing 4.449 acres, or 193,786 square feet of land, more or less.